

**AMENDMENT NUMBER 1
SALE NUMBER GSA-R-1515
FORMER LA JUNTA STRATEGIC TRAINING RANGE COMPLEX
LOCATED AT THE LA JUNTA AIRPORT AND INDUSTRIAL PARK
NORTH OF THE CITY OF LA JUNTA
OTERO COUNTY, COLORADO**

April 27, 2005

TO BE INCLUDED IN ALL IFBs

RE: Amendment Number 1, Invitation for Bids GSA-R-1515

The Invitation for Bid (IFB), Number GSA-R-1515, FORMER LA JUNTA STRATEGIC TRAINING RANGE COMPLEX, LOCATED AT THE LA JUNTA AIRPORT AND INDUSTRIAL PARK, NORTH OF THE CITY OF LA JUNTA, OTERO COUNTY, COLORADO, is amended as follows:

Bid for Real Property Purchase: Bids will be opened at 2:00 PM local time at the place of bid opening on July 28, 2005.

NOTICE

The information below must appear in the lower left hand corner of the bid envelope. A label is provided on the opposite page for your convenience.

SOLICITATION NO.: **GSA-R-1515** (Invitation Number)

DATE FOR RECEIPT OF OFFERS: **April 21, 2005** (Bid Opening Date)

TIME FOR RECEIPT OF OFFERS: **2:00 p.m.** -Local time at place of bid opening

OFFICE DESIGNATED TO RECEIVE OFFERS: **(7PR)**

Bid for Real Property – Purchase

View this property on the Internet at:

<http://propertydisposal.gsa.gov/property>

**INVITATION FOR BIDS, BID, AND ACCEPTANCE
FOR SALE OF GOVERNMENT PROPERTY**

**Former La Junta Strategic Training Range Complex
Located at the La Junta Airport and Industrial Park
North of the City of La Junta, Otero County, Colorado**

INVITATION FOR BIDS

Sealed Bids in duplicate, for the purchase of the Government property described in the Schedule portion of this Invitation for Bids will be received until 2:00 p.m., local time at place of bid opening, April 21, 2005, General Services Administration, Real Property Disposal Division, Room 11B03, 819 Taylor Street, Fort Worth, Texas 76102. As used herein, "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

SUBMIT SEALED BIDS TO:

General Services Administration (7PR)
Real Property Disposal Division
819 Taylor Street, Room 11B03
Fort Worth, TX 76102

The property may be inspected anytime prior to bid opening. For additional information, contact Linda Perry, Realty Officer, Real Property Disposal Division, General Services Administration, Fort Worth, Texas, telephone 817-978-4246.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders, GSA Form 1741; (2) the General Terms of Sale, GSA Form 1742; (3) the Special Terms of Sale, Invitation No. GSA-R-1515; (4) the provisions of Bid Form and Acceptance; and (5) the Quitclaim Deed form, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

The properties are being sold "As Is" and "Where Is" without representation, warranty, or guaranty. **There is no public road access to this property.**

Prospective bidders are urged to inspect the property before submitting a sealed bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after the bid opening.

Open House Saturday March 12th from 10:00am – 4:00pm
Open House Saturday April 2nd from 10:00am – 4:00pm

SCHEDULE

1. Location.

Former La Junta Strategic Training Range Complex is located at the La Junta Airport and Industrial Park north of the city of La Junta in Otero County, Colorado. The site contains 8.0 acres improved with 7 buildings totaling 12,352 sq. ft. The main building has 9,700 sq. ft.; the smaller buildings range in sizes from 100 to 1,056 sq. ft. The site was purchased in 1987; and, infrastructure was constructed in 1989.

All public utilities are available.

2. Legal Description of the Property.

A tract of land situated in the SW1/4 of Section 18, Township 23 South, Range 54 West of the Sixth Principal Meridian, Otero County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of Section 24, Township 23 South, Range 55 West; thence Northerly along the West line of said Section 24 to the Northwest corner thereof; thence Northeasterly deflecting 80 degrees 22 minutes 12 seconds to the right, 6,629.60 feet to the POINT OF BEGINNING; thence Northeasterly deflecting 37 degrees 06 minutes, 39 seconds to the left, 590.00 feet; thence Southeasterly deflecting 90 degrees 00 minutes 00 seconds to the right, 590.00 feet; thence Southwesterly deflecting 90 degrees 00 minutes 00 seconds to the right, 590.00 feet; thence Northwesterly deflecting 90 degrees 00 minutes, 00 seconds to the right, 590.00 feet to the POINT OF BEGINNING, containing 8.0 acres, more or less, together with improvements and appurtenances thereto.

3. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described properties and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all rights and interests which have been previously reserved to the **UNITED STATES OF AMERICA** in the Patent(s) which cover(s) the Property, including but not limited to the following: An undivided full interest in and to all rights to any and all minerals, ores and metals of any kind and character and all coal, asphaltum, oil, gas or other like substances in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved by the State of Colorado in Patent for Indemnity School Lands dated July 2nd, 1942, and recorded July 10, 1942, in Book 316 at Page 411, Patent No. 5888, covering: Lots 1, 2, 3 and 4; the E1/2NW1/4 and the E1/2SW1/4.

4. Any ultimate Government conveyance of the aforementioned fee estate property described in Section I and II, above, should contain the following reservations in favor of the titleholder's prior in chain of title to the United States of America:

SAVE AND EXCEPT, and there is hereby reserved unto title holders in chain of title prior in time to the United States of America:

(1) The City of LaJunta, its successors and assigns, for the use and benefit of the public, reserves a right of light for the passage of aircraft in the airspace above the surface of the Property, together with right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in said airspace and for use of said airspace for landing on, taking off from, or operation on the LaJunta Municipal Airport.

(2) Grantee expressly agrees for itself, its successors and assigns, to restrict the height or structures, objects of natural growth, and other obstructions on the Property to a height of not more than 4,250 feet above mean sea level.

(3) Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the Property which would interfere with landing or taking off of aircraft at the LaJunta Municipal Airport, or otherwise constitute an airport hazard.

(4) Grantor reserves all right, title, and interest which the Grantor may have in the banks, beds, and waters of any stream bordering the Property, and also all interest in alleys, roads, streets, gores, or railroad rights-of-way abutting or adjoining the Property, and in any means of ingress or egress appurtenant thereto.

5. This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

(1) All existing licenses, permits, restrictive easements, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

(2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

(3) All other existing interests (INCLUDING WATER RIGHTS) reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

- (4) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- (5) Existing zoning ordinances or resolutions, soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

6. This sale is made and the conveyance of the property herein described shall be made under and in consideration of the following conditions and covenants which shall be set forth in the final instrument of conveyance in the following manner:

That any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

7. This sale is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

a. **CERCLA Covenant and Reservations**

(A) **NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) **CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. [Please note: The preceding sentence is omitted (deferred till completion of cleanup) when the property is conveyed under CERCLA's early transfer authority, 42 USC §9620(h)(3)(C).] Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent but only to the extent that such additional response action

or part thereof found to be necessary is the result of an act or

failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(2) In the event the **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and

surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

8. MISCELLANEOUS COVENANTS

Except as otherwise provided by 42 U.S.C. 9620(h)(3), **Grantee** covenants for itself, and its heirs or assigns, and every successor in interest in the Property, to abide by each of the agreements and covenants, specified herein, which are covenants running with the land. In addition, **Grantor** and its assigns shall be deemed beneficiaries of each of the specified agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, **Grantor** and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the agreements and covenants provided herein.

SPECIAL TERMS OF SALE

1. **Terms of Payment and Method of Sale:** Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars

2. **Bid Deposit:** Paragraph 5 of Instructions to Bidders, GSA Form 1741, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least ten percent (10%) of the amount of the bid. Such bid deposit must be in the form of United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

3. **Balance of Purchase Price:** Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

4. Paragraph 10 (Insurance); Paragraph 11 (Conditions Applicable to Credit Sales); and Paragraph 12 (Antitrust Laws) in General Terms of Sale (GSA Form 1742) do not apply.

5. Paragraph 16 (Title) in General Terms of Sale, GSA Form 1742, is deleted by this reference and the following language inserted:

"If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or, where appropriate, a bill of sale in conformity with local law and practice. The deed shall be in the general form and wording of the Quitclaim Deed form made a part of this Invitation for Bids."

6. **There is no public road access to this property.**

INSERT GSA FORM 1741 INSTRUCTIONS TO BIDDERS-SEALED BID

AND INSERT GSA FORM 1742-GENERAL TERMS OF SALE

LOCATION MAP

QUITCLAIM DEED

STATE OF }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, (40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) duly paid by (GRANTEE'S NAME), (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY), State of (STATE), to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2005.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: SCOTT ARMEY
Regional Administrator
Greater Southwest Region

General Services Administration

(Appropriate Acknowledgment to be added)

SAMPLE SAMPLE SAMPLE

BID FORM

FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE)

**Former La Junta Strategic Training Range Complex
Located at the La Junta Airport and Industrial Park
North of the City of La Junta, Otero County, Colorado**

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid opening, to purchase the described property for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids, including the Schedule, the Special and General Terms of Sale the Instructions to Bidders, and the Bid Form and Acceptance, all of which are incorporated herein as part of this bid.

BID AMOUNT ITEM \$ _____

enclosed pursuant to paragraph 5 of Instructions to Bidders is a Bid Deposit in amount of:

BID DEPOSIT \$ _____
10% OF BID AMOUNT

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s): Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) if applicable.

Bidder Represents that he operates as:
(check the appropriate circle)

- ☐ an individual
☐ an individual doing business as:

☐ a partnership consisting of:

☐ a trustee acting for:

☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Page 9, Paragraph 4a., of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number () _____

Signature of person authorized to sign bid Signer's name and title (type or print.)

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____
who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation
by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of the **Former La Junta Strategic Training Range Complex located at the La Junta Airport and Industrial Park North of the City of La Junta, Otero County, Colorado**, GSA Control 7-D-CO-0648.

Sale Number GSA-R-1515, is accepted by and on behalf of the United States of America, acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____, 2005.

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc., that may be issued applicable to the IFB for sale number GSA-R-1515, property in Colorado to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: Linda Perry

CASE NUMBER: 7-D-CO-0648
